



CITY OF COVINA

REQUEST FOR QUALIFICATIONS

FOR

DESIGN-BUILD SERVICES

FOR THE

**COVINA SENIOR AND
COMMUNITY CENTER PROJECT**

at Kelby Park
Covina, California

Release Date: June 15, 2017

A Mandatory Pre-Submittal Meeting and Site Visit
is scheduled for
10:00 AM, Monday, June 26, 2017
at Kelby Park, 815 N. Barranca Avenue, Covina, CA 91723

The City of Covina is requesting qualifications from design-build teams interested in providing the design, construction, and warranty maintenance for the Covina Senior and Community Center Project (Project) located at Kelby Park, 815 N. Barranca Avenue, Covina, CA 91723.

A Mandatory Pre-Submittal Meeting and Site Visit is scheduled for 10:00 AM, **Monday, June 26, 2017** at Kelby Park, 815 N. Barranca Avenue, Covina, CA 91723

Part A Pre-Qualification Questionnaire packages must be addressed and submitted to the City of Covina on or before **2:00 PM, Tuesday, July 11, 2017**.

Part B Proposal packages must be addressed and submitted to the City of Covina on or before **2:00 PM, Thursday, August 3, 2017**.

Part A and Part B packages are to be submitted to:

Siobhan Foster, Director of Public Works
City of Covina
c/o City of Covina Clerk's Office
125 E. College Street
Covina, CA 91723

The Request for Qualifications (RFQ) is available for download from the City of Covina website at:
<http://www.covinaca.gov/rfps>

NOTICE OF PRE-QUALIFICATION REQUIREMENTS

Notice is hereby given that the City of Covina has determined that all potential Proposers on this Project must be pre-qualified, and the City's Review Committee will rank the pre-qualified entities to develop a shortlist of the highest ranked pre-qualified Design-Build Entities (DBE). Entities on the shortlist will be invited to submit a proposal in response to the Part B Request for Proposals (RFP). It is mandatory that all entities who intend to submit a Part B Proposal fully complete the Part A Pre-Qualification Questionnaire, provide all materials requested herein, and be selected and approved by the City of Covina as one of the short listed highest ranked pre-qualifying Design-Build Entities. No proposal will be accepted from a DBE that has failed to comply with these requirements.

While it is the intent of the Part A Pre-Qualification Questionnaire to assist the City of Covina in determining a proposer's responsibility prior to its submission of the Part B Proposal of the RFP, neither the fact of pre-qualification, nor any pre-qualification ranking, will preclude the City from a post-proposal consideration and determination of whether a proposer has the quality, fitness, capacity, and experience to satisfactorily perform the proposed work and has demonstrated the requisite qualifications.

MINIMUM BONDING REQUIREMENTS

The DBE, individually or as a team, must have the capacity to obtain performance and payment bonds for the full value of the design-build project. Prospective DBE that cannot provide bonding at that amount will not be considered qualified even though they may be otherwise qualified.

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1. INTRODUCTION AND PROJECT SUMMARY

1.1 INTRODUCTION

The City of Covina (City) is utilizing the Design-Build method of project delivery for the Covina Senior and Community Center Project, herein referred to as (Project), which will be constructed in Kelby Park, located at 815 N. Barranca Ave., Covina, CA 91723. The City is issuing this Request for Qualifications (RFQ) for the stated purpose and to ensure that the residents of the City receive the highest quality facility at the most economical price. The City wishes to implement an approach that integrates people, systems, and practices into a process that collaboratively employs the expertise, creativity, and insights of all participants to maximize efficiency through design and construction, optimize project results, and deliver the best value to the community.

To best utilize this process, the City is providing instructions to the prospective Design-Build Entity (DBE) regarding the project requirements. For purposes of this solicitation, the DBE is defined as the entity that will be awarded a contract for the complete design and construction of the Project and all its key design and subcontractor members, either pre-qualified or added later, per the terms of the contract documents. Federal, State, and Los Angeles County Regional Park and Open Space District (District) Grant requirements mandate this Project to comply with the requirements of the California Public Contract Code and other provisions of State and Federal law applicable to this Project. Nothing in this RFQ and in the ensuing Request for Proposals (RFP) is intended nor should be interpreted as contravening the provisions of these codes. The DBE shall be fully knowledgeable of, and shall comply with, the provisions of Federal, State and County law, rules and regulations applicable to this Project.

The Project-required demolition will include (with the exception to the demolition of the Joslyn Center building which will be completed by the City), hazardous material abatement, removal and replacement of site utilities and appurtenances, and other improvements within the Limits of Work. Additionally, the existing restroom building will not be demolished. The DBE will be required to maintain access to the Scout House as well as provide 10 to 15 parking spaces for guests. The DBE will also be required to

provide temporary and permanent utilities to both the Scout House and existing restrooms. The City plans to close the remaining areas of the park to the public during construction.

Covina Senior and Community Center Building

The Covina Senior and Community Center is envisioned to be approximately 16,000 square feet, equipped with a reception area, multi-purpose rooms, warming kitchen, and staff offices. There will be an emphasis on maximizing use of the facility by designing spaces for multi-use and flexible sizing, flow between indoors and outdoors and between program activities and circulation, the suffusion of daylight throughout the Center, and the maintenance, durability, and sustainability of the facility. For the first five (5) years of use due to funding requirements, a portion of the facility will be restricted to serve seniors only. Approximately 7,000 square feet will be restricted for senior citizen activities, including the warming kitchen and restrooms. Separate areas for general use, which will include restrooms, and a catering area, will be included in the design.

The Project will be funded by the City of Covina utilizing a combination of funding sources. Approximately \$5 million is anticipated to be available from Community Development Block Grant (CDBG), Los Angeles County Proposition A Excess Grant, and Section 108 Loan Program (through the Community Development Commission of Los Angeles) funds. The City will fund the balance of the Project using City funds.

This is a Federally assisted construction project and Federal labor standards, including prevailing wage requirements of the Davis-Bacon and Related Acts, will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail.

Affirmative action to ensure against discrimination in employment practices on the basis of race, color, national origin, ancestry, sex, or religion will also be enforced.

The City hereby affirmatively ensures that minority business enterprises will be afforded full opportunity to submit proposals in response to this notice and will not be discriminated against on the basis of race, color, religion, ethnic or national origin, sex, or on the basis of age or with respect to an otherwise qualified handicap, in accordance with the Civil Rights Act of 1964, Title VI and Title I of the Housing and Community Development Act of 1974, Section 109 as amended, in any consideration leading to the award of the contract.

Section 3 Statement

This is a United States Department of Housing and Urban Development (HUD)/US Section 3 construction contract. A Proposer's preference may be given to a proposer who provides a reasonable proposal and is a qualified Section 3 Business Concern. For those that qualify, fifteen per cent (15%) of the total number of available rating points are set aside for Section 3 business concerns.

RFQ Mandatory Pre-submittal/Section 3 Meeting and Site Visit

A mandatory pre-submittal meeting and site visit to discuss HUD/US Section 3 proposal preferences and hiring goal will be held on June 26, 2017 at 10:00 a.m. at Kelby Park, 815 N. Barranca Avenue. Every Proposer is required to attend the pre-submittal meeting and Project site visit. Failure of a Proposer to attend will render that Proposer's RFQ non-responsive. The purpose of the meeting is to meet the City project team, including the Construction Manager (CM), become familiar with the site, and address general questions.

Best Value with Stipulated Sum Award

The Project will be awarded to the selected DBE based on a “Best Value” evaluation pursuant to California Public Contract Code Section 22614 and in compliance with Federal regulations. The selection and award shall use a “Stipulated Sum” approach for the Price component, where the Stipulated Sum is included as a fixed price and will not be scored for purposes of the RFP best value competition. However, factors such as the DBE’s design and preconstruction fees, along with general condition costs and markups, will be evaluated in the best value competition.

1.2 PROJECT DESCRIPTION AND SCOPE OF SERVICES**Project Description**

The Covina Senior and Community Center, acting as the heart of a vibrant citywide program for active senior residents and providing general recreation programming on evenings and weekends, will replace the existing 12,000 square-foot Joslyn Center, which was vacated and is being demolished.

Senior programming at the now closed Joslyn Center occurred Monday through Thursday from 9:00 a.m. to 4:00 p.m. and between 9:00 a.m. and 1:00 p.m. on Friday. Programs included a daily congregate meal program and exercise, arts, and enrichment classes. General recreation programming took place Monday through Thursday from 3:30 p.m. to 9:00 p.m. and on Saturday between 9:00 a.m. and 3:30 p.m. Programs included exercise, arts, and enrichment classes. Special events and (1)-day classes were also held at the center.

The Scope of Services for the Project includes all disciplines necessary to completely design and construct the Project, including, without limitation, all on-site and off-site work. The services sought for this Project include all customary services normally provided under the umbrella of the design-build method of project delivery. This includes, but is not limited to, full design services, agency approvals, site survey for design and construction (including any additional information required beyond the topographic survey provided by the City), construction, procurement, scheduling, estimating, value engineering, general contracting, building commissioning, project closeout, and warranty services. The completed Project is to be a fully functioning facility as described in the contract between the City and DBE.

In addition to facility design and construction, there are five (5) key components to the Project that the selected DBE will be expected to perform under the oversight of the CM, including project-related site improvements, project-related landscaping, site evaluation, Conceptual Master Plan of the site, and furnishing, fixtures, and equipment (FFE) identification.

Project-related Site Improvements

A new parking lot shall be provided. This parking lot shall serve the needs of the Covina Senior and Community Center and anticipated needs of Kelby Park as reflected in the Conceptual Master Plan. Any and all park renovations that do not pertain to the Project will be addressed at a later date. If the location of the new parking lot overlaps with the existing parking lot, the DBE shall provide removal and replacement of those portions of the existing lot.

The Scope of Services also includes any essential site improvements necessary to support the Project. Safety lighting and paths of travel from the parking area to the facility must be included as well as pathways from the street to the facility for pedestrians visiting the Center. Necessary site improvements may include storm drainage, sewer, water, electrical, gas (as necessary), and low voltage utilities; hardscape; and other enhancements.

Project-related Landscaping

Landscaping around the footprint of the Covina Senior and Community Center shall be provided, approximately 25 feet beyond the building footprint and as needed to achieve integration into the park site and/or facilitate connections between building interiors and the site. Landscaping is expected to be both aesthetically pleasing and sustainable. District grant requirements stipulate the use of drip irrigation systems and drought-resistant landscaping.

A more detailed description of the Project will be issued with the RFP.

Site Evaluation

The DBE will be tasked with performing a site evaluation. Assuming the new facility can be placed anywhere on the Kelby Park site, the DBE must assess and make a recommendation as to where the new Covina Senior and Community Center should be located and provide supporting information for the recommended location. To help assist with this effort, the City will provide the design-build team with a boundary and topographic survey and a geotechnical soils investigation of the Kelby Park site.

Conceptual Master Plan

As part of the site assessment, the design-build team must provide a Conceptual Master Plan of the Kelby Park site. The Conceptual Master Plan should include ideas as to how the site should be reconfigured to integrate the facility and maximize active recreational and open space benefits to the community. While the suggested park improvements will not be part of the Project, the Conceptual Master Plan will serve as the blueprint for future renovation of the park site and as the basis for pursuing grant funding opportunities. The DBE will be asked to develop the Conceptual Master Plan as efficiently as possible, while involving the community in the process.

FFE Identification

The DBE will also be expected to provide assistance to the City in identifying the necessary FFE to operate the facility. While most FFE will be provided by the City, the expertise of the design-build team will be instrumental in guiding the City through the FFE identification and selection process.

A more detailed accounting of FFE will be included in the Scope of Services that will be issued with the RFP.

1.3 PROJECT CRITERIA

It is the intent of the City that the Work to be performed by the DBE as part of the Project shall be designed and constructed in accordance with the Project Criteria which will be issued with the RFP.

1.4 PROJECT BUDGET AND FUNDING

Budget

The DBE's Contract Price shall be a Stipulated Sum of \$7,650,000 for the full design and construction of the Project. The Stipulated Sum reflects the City's **maximum budget**. The City's goal is to establish a fair risk balance in the contract between the City and the DBE so that the DBE will receive appropriate compensation for its work, and the City will achieve its goals for the Project within the Stipulated Sum.

The Stipulated Sum includes all costs of the complete design, engineering, construction, subcontract work, supervision, management, general conditions, overhead, bonds, insurance, taxes, compliance with all applicable codes and agency requirements, procurement of permits (costs for City permit fees are

waived by the City), profit, allowances, contingencies, and any and all items required for the completion of the Project per the contract documents, excepting therefrom, only the costs for items specifically identified as not a part of the DBE's Stipulated Sum. The Stipulated Sum includes a \$300,000 Design-Builder's Contingency (for items that are the responsibility of the DBE). The Stipulated Sum also includes the contractual Allowance described below.

Owner Provided Items

The City will provide most FFE at the building interiors and patio area required for the operation of the facility. FFE is described as any item not attached to the structures or grounds as would normally be interpreted in the industry. The RFP details owner-provided items in greater detail. Some FFE will be provided by the DBE, such as the kitchen appliances, the smart televisions, work-out equipment, and stage, which shall be furnished and installed by the DBE.

Other Costs Borne by the City

Costs that are not part of the DBE's Stipulated Sum include City plan check, permit, and inspection fees (the DBE shall be responsible for all fees for temporary utilities, permanent utility connections, and permits required for the Work of Subcontractors or self-performed work by the DBE); fee for the State Water Resources Control Board (SWRCB) Application; and 3) construction special inspections and materials testing and geotechnical field observation and testing, as will be specifically noted in the RFP.

Funding

The Project will be funded by the City of Covina utilizing a combination of funding sources. Approximately \$5 million is anticipated to be available from Community Development Block Grant (CDBG), Los Angeles County Proposition A Excess Grant, and Section 108 Loan Program (through the Community Development Commission of Los Angeles) funds. The City will fund the balance of the Project using City funds.

Community Development Block Grant and Section 108 Loan Program Funding

The services performed by the DBE pursuant to the RFP may be funded, in part, by HUD/US as part of the City's participation in the CDBG and Section 108 Loan Programs. The DBE will be required to comply with all CDBG laws and regulations and any laws and regulations governing the use of Section 108 Loan Program funding in its performance of the resulting Design-Build Agreement including those laws and regulations listed which will be issued with the RFP, as well as the Section 3 and Lobbyist requirements which are included in Exhibit C, attached. The DBE shall complete, sign and date and submit to the City the Section 3 forms, as applicable, and the County and Federal Certification forms set forth in Exhibit C.

Los Angeles County Regional Park and Open Space District Grant

DBE shall make every effort to ensure that all projects funded wholly or in part by District project funds shall provide equal employment and career advancement opportunities for businesses participating in the Los Angeles County Community Business Enterprise (CBE) Program, which provides opportunities for minorities, women, disadvantaged and disabled veteran owned business enterprises.

1.5 CHANGES BY CITY

The City reserves the right, to modify this RFQ, to change, by additions, deletions or modifications, the Project Criteria, Project Budget, Contract Time, Design-Build Contract, General Conditions or any other portion of the RFQ or the RFP Documents prior to submittal date.

2. SELECTION PROCESS

2.1 INFORMATIONAL SUMMARY

The provisions of this Section are intended to summarize for the Proposers the process that the City intends to follow with respect to the RFQ including Part A Pre-Qualification Questionnaire. This summary is provided for the convenience of the Proposers and should not be interpreted as a complete or definitive statement of all procedures, conditions, requirements or standards that may apply to any of the aforementioned processes.

The City of Covina is requesting qualifications from DBE interested in providing the design, construction, and warranty maintenance for the the Covina Senior and Community Center Project

To be considered, the potential DBE must have the appropriate licenses required under provisions of the California Business and Professions Code. The Mandatory Design Consultant(s), Architect and General Contractor, shall hold an appropriate license for their design discipline. Failure of a single-entity DBE to possess the required licenses shall be deemed as non-responsive. Failure of a joint venture DBE to be properly licensed by the date of contract award will result in forfeiture of the Proposal Security and loss of the contract. Failure of the Mandatory Design Consultant(s) to possess the required license on the Proposal Deadline shall require the DBE to substitute licensed design professionals and specialty trade contractors, as applicable, prior to award of the contract without additional cost.

This project is prevailing wage and will be subject to the institution of a Labor Compliance Program. This is a Federally-assisted construction contract. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. In the event of a conflict between Federal and State wages rates, the higher of the two will prevail. The DBE's duty to pay State prevailing wages include requirements per Labor Code Section 1770 *et seq.*; Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices, including forfeitures and debarment. The DBE's duty to pay Federal prevailing wages include requirements per Department of Labor under Labor Laws 29 USC part 50 and DOL Regulations, 29 CFR part 29.

In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work". The successful Proposer (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations (DIR) regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR.

The City is requesting proposals for Design-Build services for the Project through an RFQ/RFP process. Each response to the RFQ/RFP must propose a business offer that will result in the delivery of a Project of a high level of design and technical quality in accordance with the City's Project Criteria and additional documentation issued with the RFQ/RFP.

The City will award the Design-Build Contract on the basis of a Best Value selection as provided for in Public Contract Code section 22160(b)(1), et. Seq., per Federal public law, and as specifically described in this solicitation.

The process to select the DBE to implement this Project involves a two-part process including the Part A - RFQ Process and Part B - RFP Process.

- Part A – RFQ Process: requires all interested proposers to complete a Pre-Qualification Questionnaire which will be used to establish whether a Proposer meets the prequalifying criteria and to create a short-list of the highest ranked Proposers based on the Part A Pre-Qualification Questionnaire submittals. The Part A Prequalification Questionnaire is open to all interested parties.
- Part B – RFP Process: City will invite those short-listed Proposers to submit proposals. The Part B Proposal is limited to those Proposers short-listed under Part A.
- The City will assemble a Review Committee, which will review and score the Part A Pre-Qualification Questionnaires. The Review Committee will review the Part A, and provide the shortlisted proposers as a result of the RFQ, and will be sent the RFP. Then the evaluation of the proposals submitted in response to the RFP, will be judged per criteria for each Part as defined in the RFP. Those submittals that do not meet the requirements may be deemed nonresponsive and disqualified from further consideration. The City may utilize the services of appropriate experts to assist in the evaluation process.

2.2 PRE-QUALIFICATION APPEALS PROCESS

Where the scoring of a timely and completed Pre-Qualification Application results in a rating below that necessary for a DBE to pre-qualify, an appeal can be made. An appeal is initiated by the DBE delivering notice to the City of its appeal of the decision with respect to its pre-qualification rating, no later than five (5) business days after notification of prequalification status.

Grounds for an appeal are that the City failed to follow the selection procedures and adhere to the requirements specified in this Pre-Qualification Packet or any addenda or amendments; there has been a violation of conflict of interest as provided in California government Code Section 87100 et seq.; or violation of State or Federal law. Appeals will not be accepted on any other grounds. Without a timely appeal, the DBE waives any and all rights to challenge the decision of the City, regarding selection or pre-qualification of DBE for this project, whether by administrative process, judicial process, or any other legal process or proceeding. The City of Covina Policy and procedures for Administration, Monitoring and Enforcement of the Federal Labor Standards Provisions will be followed for this process.

If the DBE gives the required notice of appeal and requests a hearing, the hearing shall be conducted no later than five (5) business days after the City's receipt of the notice of appeal. The hearing shall be an informal process conducted before the City's Review Committee ("Committee"). The Committee will consider only those specific issues addressed in the written request for an appeal. The DBE will be given the opportunity to present information and present reasons in opposition to the ranking. Within one (1) day after the conclusion of the hearing, the Committee will render its decision.

2.3 OWNER'S TEAM

Owner: City of Covina
Department of Public Works
Siobhan Foster, Director of Public Works
Phone: (626) 384-5217
Email: sfoster@covinaca.gov

Construction Management: gkkworks
Rocky Borton, Construction Manager
Phone: (949) 447-3887
Email: rborton@gkkworks.com

2.4 RFQ PROCEDURES

RFQ Copies

The complete set of the RFQ Documents (including all attachments thereto) are available for download from the City of Covina's website at: <http://www.covinaca.gov/rfps>.

Proposers are solely responsible for any reproduction costs. The City assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFQ Documents.

Firms that are interested in this Project should email Siobhan Foster sfoster@covinaca.gov and Rocky Borton rborton@gkkworks.com to receive automatic emails when addenda are released. The addenda, when released, will also be available for download from the City's website at: <http://www.covinaca.gov/rfps>.

Duty of Review

Each Proposer, in submitting its Part A Pre-Qualification Questionnaire and Part B Proposal, acknowledges and understands its obligation to carefully and thoroughly examine all (RFQ) and RFP documents and other information available to the Proposer relating to the Project and the conditions under which the Work will be performed. Each Proposer shall seek clarification prior to such submission of any and all items of information contained in the Request for Qualification and RFP documents or in any other documents upon which the Proposer has relied in preparing its Part A Pre-Qualification Questionnaire and Part B Proposal that it observes, or should have observed in the exercise of reasonable care in its capacity as a DBE responsible for both design and construction of the Project, constitute or indicate: (1) errors, omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Laws; (2) problems associated with design feasibility, constructability, availability of labor, materials, products or equipment; or (3) difficulties or obstructions affecting Proposer's ability to perform the Work within the constraints of the Stipulated Sum or Contract Time. Failure by a Proposer to fully inform itself of the matters described herein and to seek clarification in the manner required herein shall not relieve the Proposer from its responsibilities under the Design-Build Contract and other Contract Documents should it receive the Award thereof nor serve as the basis for any claim by the Proposer that it was mistaken or misled in connection with the preparation of its Part A Pre-Qualification Questionnaire and Part B Proposal or its planning for design or construction of the Work.

Issuance and Acknowledgement of Receipt of Addendum

For all Proposers who email Siobhan Foster and Rocky Borton per 2.4 (1) above, the City will notify these Proposers of any addenda. It is solely the responsibility of each Proposer to ensure that they receive any and all addenda. Proposers shall also send email acknowledgement of receipt of addenda to Siobhan Foster (sfoster@covinaca.gov) and Rocky Borton (rborton@gkkworks.com) within 24-hours of issuance of each addenda.

Requests for Clarification:

Proposers should submit Requests for Clarification in written form via email to Siobhan Foster and Rocky Borton as set forth below. Requests for Clarification must be submitted prior to the deadline set forth in Section 2.5 below. All questions received by this time and date will be responded to, in writing, by issuance of an addenda. Requests for clarification received after this time and date will not receive a response, except in the sole discretion of the City. Anonymity of the source of specific questions will be maintained in the written responses. Responses to all questions will be emailed to all registered RFQ and RFP recipients.

All requests for clarification must be sent via email to the following:

Owner: City of Covina
Department of Public Works
Siobhan Foster, Director of Public Works
Email: sfoster@covinaca.gov

Construction Management: gkkworks
Rocky Borton, Construction Manager
Email: rborton@gkkworks.com

2.5 RFQ AND RFP SCHEDULE

The following is the anticipated schedule for the RFQ and RFP process and Award of the Design-Build Contract:

Milestone	Date/Time
1. RFQ issued	June 15, 2017
2. RFQ Mandatory Pre-Submittal Meeting and Site Visit at Kelby Park, 815 N. Barranca Avenue, Covina, California 91723	June 26, 2017, 10:00 AM
3. Part A Qualification Requests for Clarification Deadline	July 3, 2017, 2:00 PM
4. Part A Qualifications Due	July 11, 2017, 2:00 PM
5. Invitation to shortlisted proposers to submit Part B Proposals	July 18, 2017
6. Mandatory Pre-proposal Meetings (tentative)	July 24 and 25, 2017
7. Part B Proposal Requests for Clarification Deadline	July 27, 2017
8. Final Addenda Issued (if required)	July 31, 2017
9. Part B Proposal Deadline	August 3, 2017, 2:00 PM
10. Interview (if required)	August 10, 2017
11. Notification of Best Value Proposer	August 14, 2017
12. City Council award of contract (tentative)	TBD August/September, 2017

The City reserves the right, at any time, to make additions, modifications or deletions to any of the events or dates that comprise the RFQ/RFP Schedule. Such changes shall be made by RFQ/RFP Addendum. References in the RFQ/RFP Documents to the RFQ/RFP Schedule or to dates in the RFQ/RFP Schedule shall mean the RFQ/RFP Schedule and dates set forth above, as adjusted by any changes thereto made pursuant to this Paragraph.

2.6 RFQ SUBMISSION REQUIREMENTS

The responses to the Part A Pre-Qualification Questionnaire must be made according to the requirements set forth in this Section, both for content and for sequence. Noncompliance with these requirements or the inclusion of conditions, limitations, or misrepresentations may be cause for rejection of the proposal. Responses shall be addressed and delivered to:

Siobhan Foster, Director of Public Works
City of Covina
c/o City of Covina Clerk's Office
125 E. College Street
Covina, CA 91723

- Submissions must be received by the specified submittal date and time.
- Submissions received after the deadline will not be accepted.
- Faxed and emailed Part A Pre-Qualification Questionnaires will not be accepted.
- Number of Copies: Submit a sealed package containing (5) five bound copies of completed **Part A Pre-Qualification Questionnaire** plus one complete electronic copy in PDF format on CD or flash drive.

3. INSURANCE, BONDING AND INDEMNITY

3.1 MINIMUM BONDING REQUIREMENTS

If the DBE is awarded a contract for this Project, the DBE, individually or as a team, agrees to obtain a Payment Bond in an amount equal to one hundred percent (100%) of the contract amount, excluding preconstruction services, design services and errors and omission insurance for all design/architectural services, and a Performance Bond in an amount equal to one hundred percent (100%) of the contract amount, excluding preconstruction services, design services and errors and omission insurance for all design/architectural services. These bonds shall utilize a form that complies with the forms which will be issued with the RFP and shall be secured from a surety company or companies satisfactory to the City within ten (10) calendar days of the contract award. The Payment Bond shall remain in full force and effect for as long as required by applicable law. The Performance Bond shall remain in full force and effect for as long as the DBE has obligations under the contract documents. The Bonds must comply with all conditions regarding bonds detailed in the Design-Build Contract and the Design-Build General Conditions. The cost of the bonds shall be deemed included in the Proposers costs.

It is the General Contractor Member's prerogative to purchase bonds for subcontracted work, and this cost must be provided for within the DBE's Overhead and Profit percentage. Fees for subcontractor bonds will not be allowed to be included with the Direct Cost of the Work.

3.2 INSURANCE

If the DBE is awarded a contract for this Project, the DBE shall procure and maintain for the duration of this contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the DBE, his agents, representatives, employees or subcontractors. DBE shall not commence work until all insurance has been obtained that is required under this section and such insurance has been verified by the City, nor shall DBE allow any Subcontractor to commence work on its contract until all similar insurance required of the Subcontractor has been so obtained and approved.

Minimum Scope and Limits of Insurance

Consultant shall procure and at all times during the term of this Agreement carry, maintain, and keep in full force and effect, insurance as follows:

- Commercial General Liability Insurance with a minimum limit of Three Million Dollars (\$3,000,000) per occurrence for bodily injury, personal injury and property damage and a general aggregate limit of Three Million Dollars (\$3,000,000) per project or location. If Consultant is a limited liability company, the commercial general liability coverage shall be amended so that Consultant and its managers, affiliates, employees, agents and other persons necessary or incidental to its operation are insureds. The indemnified parties referenced under "Additional Insured" in Section 3.2 must also be named as additional insured.
- Automobile Liability Insurance for any owned, non-owned or hired vehicle used in connection with the performance of this Agreement with a combined single limit of Two Million Dollars (\$2,000,000) per accident for bodily injury and property damage. If Consultant does not use any owned, non-owned or hired vehicles in the performance of services under this Agreement, Consultant shall obtain a non-owned auto endorsement to the Commercial General Liability policy required under Subparagraph A. 1) of this Section 3.
- Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance with a minimum limit of One Million Dollars (\$1,000,000) per accident for bodily injury or disease. If Consultant has no employees while performing services under this Agreement, workers' compensation policy is not required, but Consultant shall provide an executed declaration that it has no employees.
- Professional Liability Insurance [or Errors and Omissions Insurance] with minimum limits of Two Million Dollars (\$2,000,000) per claim and in aggregate

Acceptability of Insurers

The insurance policies required under this Section 3 shall be issued by an insurer admitted to write insurance in the State of California with a rating of A:VII or better in the latest edition of the A.M. Best Insurance Rating Guide. Self-insurance shall not be considered to comply with the insurance requirements under this Section 3.

Additional Insured

The commercial general, and automobile liability, and professional liability insurance policies shall contain an endorsement naming the City of Covina, Community Development Commission of the County of Los Angeles, HUD, and the Los Angeles County Regional Park and Open Space District, their officers, employees, agents and volunteers (indemnified parties) as additional insureds for all activities arising from this contract.

Primary and Non-Contributing

The insurance policies required under this Section 3 shall apply on a primary non-contributing basis in relation to any other insurance or self-insurance available to City. Any insurance or self-insurance maintained by City, its officers, employees, agents or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

Consultant's Waiver of Subrogation

The insurance policies required under this Section 3 shall not prohibit Consultant and Consultant's employees, agents or subcontractors from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be approved by City. At City's option, Consultant shall either reduce or eliminate the deductibles or self-insured retentions with respect to City, or Consultant shall procure a bond guaranteeing payment of losses and expenses.

Cancellations or Modifications to Coverage

Consultant shall not cancel, reduce or otherwise modify the insurance policies required by this Section 3 during the term of this Agreement. The commercial general and automobile liability policies required under this Agreement shall be endorsed to state that should the issuing insurer cancel the policy before the expiration date, the issuing insurer will endeavor to mail thirty (30) calendar days' prior written notice to City. If any insurance policy required under this Section 3 is canceled or reduced in coverage or limits, Consultant shall, within two (2) business days of notice from the insurer, phone, fax or notify City via certified mail, return receipt requested, of the cancellation of or changes to the policy.

City Remedy for Noncompliance

If Consultant does not maintain the policies of insurance required under this Section 3 in full force and effect during the term of this Agreement, or in the event any of Consultant's policies do not comply with the requirements under this Section 3, City may either immediately terminate this Agreement or, if insurance is available at a reasonable cost, City may, but has no duty to, take out the necessary insurance and pay, at Consultant's expense, the premium thereon. Consultant shall promptly reimburse City for any premium paid by City or City may withhold amounts sufficient to pay the premiums from payments due to Consultant.

Evidence of Insurance

Prior to the performance of services under this Agreement, Consultant shall furnish City's Risk Manager with a certificate or certificates of insurance and all original endorsements evidencing and effecting the coverages required under this Section 3. The endorsements are subject to City's approval. Consultant may provide complete, certified copies of all required insurance policies to City. Consultant shall maintain current endorsements on file with City's Risk Manager. Consultant shall provide proof to City's Risk Manager that insurance policies expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Consultant shall furnish such proof at least two (2) weeks prior to the expiration of the coverages.

Indemnity Requirements not Limiting

Procurement of insurance by Consultant shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's duty to indemnify City under Section 3 of this Agreement.

Subcontractor Insurance Requirements

Consultant shall require each of its subcontractors that perform services under this Agreement to maintain insurance coverage that meets all of the requirements of this Section 3.

3.3 BUILDER'S RISK INSURANCE

The DBE must provide adequate/sufficient Builder's Risk Insurance to protect the indemnified parties referenced under "Additional Insured" in Section 3.2 from a catastrophic event should one occur. The DBE's policy must be submitted to the City for review and must be deemed acceptable by the City. The City reserves the right to require modifications should they be necessary to provide the protection being requested by the City.

3.4 INDEMNIFICATION

Indemnity for Design Professional Services

To the fullest extent permitted by law, Consultant shall, at its sole cost and expense, protect, indemnify and hold harmless the indemnified parties referenced under "Additional Insured" in Section 3.2 and its elected officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those City agents serving as independent contractors in the role of City officials (collectively "Indemnitees"), from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and reimbursement of attorney's fees and costs of defense (collectively "Liabilities"), whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to, in whole or in part, the negligence, recklessness or willful misconduct of Consultant, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of design professional services under this Agreement by a "design professional," as the term is defined under California Civil Code Section 2782.8(c)(2).

Other Indemnities

- Other than in the performance of design professional services, and to the fullest extent permitted by law, Consultant shall, at its sole cost and expense, defend, hold harmless and indemnify the Indemnitees from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, judgments, penalties, liens and losses of any nature whatsoever, including fees of accountants, attorneys or other professionals, and all costs associated therewith, and the payment of all consequential damages (collectively "Claims"), in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subcontractors, materialmen, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend the Indemnitees in any action or actions filed in connection with any Claim with counsel of the Indemnitees' choice, and shall pay all costs and expenses, including all attorneys' fees and experts' costs actually incurred in connection with such defense. Consultant shall reimburse the Indemnitees for any and all legal expenses and costs incurred by the Indemnitees in connection therewith.
- Consultant shall pay all required taxes on amounts paid to Consultant under this Agreement, and indemnify and hold the indemnified parties referenced under "Additional Insured" in Section 3.2 harmless from any and all taxes, assessments, penalties, and interest asserted against the indemnified parties referenced under "Additional Insured" in Section 3.2 by reason

of the independent contractor relationship created by this Agreement. Consultant shall fully comply with the workers' compensation law regarding Consultant and Consultant's employees. Consultant shall indemnify and hold the indemnified parties referenced under "Additional Insured" in Section 3.2 harmless from any failure of Consultant to comply with applicable workers' compensation laws. City may offset against the amount of any fees due to Consultant under this Agreement any amount due to City from Consultant as a result of Consultant's failure to promptly pay to City any reimbursement or indemnification arising under this Subparagraph B. 2).

- Consultant shall obtain executed indemnity agreements with provisions identical to those in this Section 3.4 from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. If Consultant fails to obtain such indemnities, Consultant shall be fully responsible and indemnify, hold harmless and defend the Indemnitees from and against any and all Claims in law or equity, whether actual, alleged or threatened, which arise out of, are claimed to arise out of, pertain to, or relate to the acts or omissions of Consultant's subcontractor, its officers, agents, servants, employees, subcontractors, material men, contractors or their officers, agents, servants or employees (or any entity or individual that Consultant's subcontractor shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees' active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of the Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties.

Workers' Compensation Acts not Limiting

Consultant's obligations under this Section 3.4, or any other provision of this Agreement, shall not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to the indemnified parties referenced under "Additional Insured" in Section 3.2 its officers, agents, employees and volunteers.

Insurance Requirements not Limiting

City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provisions in this Section 3.4 shall apply regardless of whether or not any insurance policies are determined to be applicable to the Liability, Claim, tax, assessment, penalty or interest asserted against City.

Survival of Terms

The indemnification in this Section 3.4 shall survive the expiration or termination of this Agreement.

4. REQUEST FOR PROPOSAL (RFP) TERMS AND CONDITIONS

4.1 PREVAILING WAGES AND FEDERAL LABOR STANDARDS

The successful Proposer who is awarded the Design-Build Contract will be required to comply with all applicable provisions of the Federal public law and State labor codes, including all prevailing wage requirements of US Department of Labor and State of California Department of Industrial Relations. This is a Federally-assisted construction contract. Federal Labor Standard Provisions, including prevailing wage requirements of the Davis-Bacon and related Acts will be enforced. In the event of a conflict between Federal and State wage rates, the higher of the two will prevail. The Contractor's duty to pay State prevailing wages can be found under Labor Code Section 1770 *et seq.* and Labor Code Sections 1775 and 1777.7 outline the penalties for failure to pay prevailing wages and employ apprentices including forfeitures and debarment.

In accordance with Labor Code Section 1770 *et seq.*, the Project is a "public work". The successful DBE Proposer (Contractor) and any Subcontractors shall pay wages in accordance with the determination of the Director of the Department of Industrial Relations ("DIR") regarding the prevailing rate of per diem wages. Copies of those rates are on file with the Director of Public Works, and are available to any interested party upon request. The Contractor shall post a copy of the DIR's determination of the prevailing rate of per diem wages at each job site. This Project is subject to compliance monitoring and enforcement by the DIR. The Awarded DBE shall maintain all records in accordance with Federal and State requirements and shall cooperate with the City's labor compliance monitoring consultant to the fullest extent possible.

A Contractor working on a Federally assisted project must be eligible to participate in the award of the contract.

4.2 APPRENTICESHIP PROGRAM

Attention is directed to Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code and Title 8, California Administrative Code, Section 200 *et seq.* to ensure compliance and complete understanding of the law regarding apprentices.

4.3 WORKER'S COMPENSATION

Section 1861 of the California Labor Code requires each contractor that is awarded a public works contract to sign and file with the awarding body the following certification prior to performing the work of the contract: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

4.4 CONFLICT OF INTEREST

In the procurement of supplies, equipment, construction, and services by sub-recipients, the conflict of interest provisions in 24 CFR 85.36, OMB Circular A-110, and 24 CFR 570.611, respectively, shall apply. No employee, officer, or agent of the sub-recipient shall participate in selection, or in the award

or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

4.5 FEDERAL LABOR STANDARDS

This is a Federally assisted construction contract. Federal Labor Standards Provisions, including prevailing wage requirements of the Davis-Bacon and Related Acts will be enforced. If Federal and State wages are applicable, then the higher of the two will prevail. A Contractor working on a Federally assisted project must be eligible to participate in the award of the contract.

5. SUMMARY OF REQUEST FOR PROPOSAL (RFP) PROCESS

5.1 CEQA SUMMARY

The selected DBE shall provide design and construction to satisfy the documents set forth herein. A Geotechnical Investigation Report and a Boundary and Topographic Survey of the existing site will be included in the RFP; however, the DBE shall be responsible for any additional work to verify accuracy or to provide additional information as required to complete the design and construction of the project. The selected DBE shall provide all required survey work, including perimeters and controls for the project. The City will be responsible for the California Environmental Quality Act (CEQA) process, study, and determination. The DBE shall coordinate with City staff to ensure consistency between project plans and the CEQA project description, and also to ensure any project design features or mitigation measures (if needed) are feasible and incorporated into the design plans. At this time, the City anticipates the project will be categorically exempt from CEQA, but will make the final determination at the time design plans are prepared. Should the project not be categorically exempt, the City will prepare the CEQA documents

5.2 DESIGN FEE

Proposers will be requested to propose Design Fees and Fee for Preconstruction Services as separate line items with the Part B Proposal response. Under the terms of the Design-Build Contract, the City reserves the right at any time prior to commencement of construction to terminate the Design-Build Contract and to pay DBE an agreed compensation for its design, engineering, and preconstruction services (including, without limitation, all costs and expenses associated with such services) that is based upon a Design Fee and Preconstruction Services Fee that is proposed by the Proposer. The amount payable to the DBE in the event that the Design-Build Contract is terminated prior to commencement of construction shall be limited to a prorated amount of the agreed Design Fee and Preconstruction Services Fee based on the percentage of completion of the Construction Documents and Preconstruction Services that has been accomplished by DBE at the time of such termination.

5.3 CONTRACT TIME

All design and construction Work must be substantially completed within **Five Hundred Twenty-five (525) calendar days** after the Date of Commencement established in the City of Covina's initial Notice to Proceed. Final Completion shall be within 30 days of Substantial Completion.

- The schedule for Substantial Completion of the design and construction of the Work for the project will be proposed by the DBE with City input and approval.
- Within ten (10) days after notification of award, the DBE shall prepare and submit a Design-Build Schedule for the design phase of the Work, both in hard copy and electronically, for the City's approval and CM approval. The contract time for completion of the design shall include adequate time for City review and final approval. DBE shall incorporate options to phase the design and construction permits as needed or desired by the DBE. The design schedule shall include a site evaluation, conceptual design phase, schematic design phase, design development phase, construction document phase, FF&E design and planning phases, and City review, backcheck and final approval phase. The schedule will also include the preparation of the Conceptual Master Plan. City review shall include, but not be limited to, review by the Design Review Committee (an internal staff committee representing various City departments), City staff who are part of this Project team, and CM. The project design may also be presented at a City Council Workshop. The full description of required deliverables will be issued with the RFP Exhibit F Scope of Services.
- Within ten (10) days of starting the Schematic Design Phase, the DBE shall prepare and submit a Preliminary Design-Build Construction Schedule, both in hard copy and electronically, for the City's information. After completion of the Design Development drawings, the DBE shall prepare and submit a detailed Design-Build Construction Schedule, both in hard copy and electronically, for the City's approval and CM's approval. The Design-Build Construction Schedule shall establish the baseline construction schedule and shall include a Submittal Schedule with material procurement information. Upon approval of the construction schedule and Notice to Proceed with Construction, the DBE shall proceed with the construction of the project according to the approved schedule. The construction schedule shall include a construction phase, commissioning phase, Substantial Completion Milestone, close out phase and Final Completion Milestone.

5.4 SELECTION

Upon review of the submitted Part B Proposals, the City will rank the proposals based on a point system established to determine the "best value" to the public and may select a shortlist of DBEs to interview. After the interviews and the determination by the Review Committee of the apparent "best value" proposer, the highest ranking DBE and the City will enter into negotiations. Pending completion of successful negotiations, the highest ranking "best value" proposer will be recommended for contract award by the City Council. Following Council authorization and execution of the contract, the selected DBE will commence design and construction of the Project for the City.

5.5 AWARD

The City will issue a written decision supporting its Award of the Design-Build Contract to the successful Proposer, stating the basis of the Award. The identity of the successful Proposer will be publicly announced, along with the shortlist of Proposers.

- The resulting Design-Build Contract will include a complete Scope of Services for all elements of the design-build process necessary for the Project which include site and off-site work, buildings, landscaping, and all services necessary to complete the Project in a condition ready for

occupancy. The City will review the DBE's management of design and construction of the Project to ensure compliance with the contract documents.

5.6 RFP COPIES

The complete set of RFP Documents (including all attachments thereto) will be available on July 18, 2017 for download from the City of Covina's website at: <http://www.covina.ca.gov/rfps>

5.7 REVIEW COMMITTEE

The City will establish a Review Committee with responsibility for conducting the: (1) evaluation, scoring and ranking of the Part A Pre-Qualification Questionnaires and Part B Proposals, (2) interviews, (3) negotiations; and (4) providing recommendation of the successful Proposer for award of the Design-Build Contract based on "Best Value".

5.8 EVALUATION OF THE PROPOSAL

The Review Committee will evaluate each proposal for completeness and content and will utilize the Proposal evaluation factors, scoring and ranking methodology as indicated in RFP Exhibit B. Each proposal will be evaluated based upon the relevant factors of the proposer. Staff may choose to interview two or more closely ranked firms, but will not expect or schedule elaborate presentations. License status and references will also be verified.

The proposal review will focus on the following factors:

- Technical Design and Construction Expertise
- Design-Build Team Organization and Personnel
- Work Plan Approach
- Design Concepts/Architectural Style
- Life Cycle Costs
- Skilled and Trained Workforce Commitment
- Safety Record
- Responsiveness to Hud/US Section 3 Requirements and Qualification as a Section 3 Business Concern
- Cost Proposal

5.9 INTERVIEWS

At the City's discretion, interviews will be conducted after scoring of the Design-Build Proposals and pursuant with the schedule and dates set forth in Section 2.5 of the RFP. Each Proposer invited to participate in an Interview will be notified in writing by the City. During the interview, each DBE will present their team and project approach to the City's Review Committee. The interviews will entail a confidential exchange between a Proposer and the RFP Review Committee. After scoring of the Proposals and the interviews, the Review Committee will make a recommendation of the apparent "best value" proposer; the City will select the most appropriate proposal and may enter into negotiations with that Proposer.

5.10 NEGOTIATIONS

The City reserves the right, but shall not have the obligation, as part of the RFP process to hold Discussions, Negotiations and/or Limited Negotiations. If Negotiations are conducted, they may be conducted with some or all short-listed DBEs. Negotiations shall be face-to-face, confidential exchanges between the potential DBE and the RFP Review Committee conducted for the purpose of “bargaining”, alteration of assumptions and positions, and may apply to price, schedule and technical requirements. Procedures for Discussions, Negotiations, Limited Negotiations shall be in accordance with the RFP.

The City will identify the proposer that offers the best value to the public and enter contract negotiations with that highest ranked proposer. Should the City fail to reach an agreement with the top ranked proposer, the City may enter negotiations with the next highest rated proposer and so on. City Staff will make a recommendation to the City Council for the award of the Design-Build Contract to the proposer that best furthers the City’s objectives, if any.

The successful proposer will be expected to execute the Design-Build Contract (to be issued with the RFP) at a minimum of five (5) business days prior to the date of City Council consideration of the contract award, if an award is made. Additionally, the successful proposer shall also secure all insurance required under the Design-Build Contract, and provide copies to the City, at a minimum of five (5) business days prior to the date of City Council consideration, if an award is made.

Any proposer with objections to terms contained in the City’s Design-Build Contract must advise the City of such objections and request modifications. Failure of a proposer to accept the terms of the City’s Design-Build Contract may result in the rejection of the proposal. It shall be the responsibility of the prospective proposer to review all sections and exhibits of the Design-Build Contract, including insurance requirements. If no objections are received, the City will assume the proposer is able to and will enter into the Design-Build Contract and fulfill the terms and requirements set therein. The City may recover any damages accruing to the City as a result of the successful proposer’s failure or refusal to execute the City’s Design-Build Contract.

5.11 RFP MANDATORY PRE-SUBMITTAL MEETING

For all Proposers who have been shortlisted and invited to submit the Part B Proposal, the City will conduct a mandatory pre-submittal meeting with that Proposer. The intent of the meeting will be to brainstorm, and communicate Project information or answer questions to clarify Project requirements, in an open collaborative environment. Meetings will be held individually and confidentially with each Proposer. Requests for such meetings must be received in writing at least (1) week prior to the requested meeting date. Available dates for the meeting are indicated in Section 2.5.